

CONSUMER TIPSHEET



This publication is intended to provide general information only and is not a substitute for legal advice.

Renting a Mobile Home Site

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In Alberta, the *Mobile Home Sites Tenancies Act* (MHSTA) applies to people who own a mobile home and rent the mobile home site from a landlord. This law sets out the rights and responsibilities that apply to these tenancies. The MHSTA references the following two regulations that also apply to mobile home site tenancies:

- Mobile Home Sites Tenancies Ministerial Regulation
- Security Deposit Interest Rate Regulation

Service Alberta is responsible for enforcing the MHSTA and the Regulations. For information about how the MHSTA may apply to you, or for information on how to make a complaint, you may contact the Consumer Contact Centre at 780-427-4088 in Edmonton or toll free at 1-877-427-4088 or log on to www.servicealberta.ca.

This tipsheet provides general information about the MHSTA and the two supporting regulations. If you wish to consult the legislation, current versions can be viewed on Service Alberta website at www.servicealberta.ca/624.cfm.

DEFINITIONS

Mobile home: A mobile home (also called a manufactured home) is usually a factory-built, single-family dwelling, which can be moved from one place to another. The MHSTA does not apply to holiday trailers or recreational vehicles being used for recreational purposes.

Mobile home park: A mobile home park is defined as a parcel of land that includes at least three mobile home sites. Different rules may apply to mobile home sites that are not in a mobile home park. Rules that specifically apply to sites that are not in mobile home parks will be noted throughout this tipsheet.

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Tenant: A tenant under the MHSTA is the owner of a mobile home who rents a mobile home site from a landlord. If the mobile home owner rents their mobile home to another person, the MHSTA does not apply. *The Residential Tenancies Act* applies to this tenancy relationship.

Landlord: The MHSTA defines a landlord as

- the owner of the mobile home site,
- the property manager, or
- the person who rents out the mobile home site.

The landlord may be an individual, a group of people or a business.

Mobile home site tenants need to know the identity of their landlord. To ensure tenants have this information, the Act requires landlords to provide a written “notice of landlord” within seven days of the date a tenant moves in.

- The notice must state the landlord’s name, street address and postal address in Alberta.
- The notice may be posted in a very visible place in the common area.
- The landlord must keep the notice up to date.

MOVING IN

Before a mobile home site is rented, the landlord and tenant need to agree to the terms of their business relationship in a contract called a tenancy agreement.

The tenancy agreement, which is often referred to as a lease, may be written or verbal, but written is always best. In Alberta, a tenancy agreement is either fixed-term or periodic.

A fixed-term tenancy begins and ends on specific dates. For example: a landlord and tenant may agree that the tenancy will be for a fixed-term of one year, May 1, 2005 to April 30, 2006. On April 30, 2006 the tenancy will automatically end. No notice is required to end the tenancy by either the landlord or tenant.

A periodic tenancy has a start date but no end date. Either the landlord or tenant may end a periodic tenancy by giving notice. Most periodic tenancies are month-to-month, but they can also be week-to-week, or year-to-year.

A tenancy agreement cannot take away any of the tenant’s rights that are provided by the MHSTA.

Before you sign an agreement, check for the following:

- the legal name of the landlord,
- the type of tenancy (fixed-term or periodic),
- the amount of rent and when it is to be paid (e.g. the 1st of the month),
- where the rent is to be paid,
- who pays for the utilities, and
- rules the landlord requires you to follow (e.g. no pets).

Before entering into a tenancy agreement, the landlord must disclose, in writing, all the fees, charges and assessments that are in addition to the rent.

Landlords must also disclose all the rules concerning a tenancy. Mobile home park rules vary greatly so check out the rules carefully before you decide on a site.

Both the landlord and tenant should sign the tenancy agreement. The landlord must give a copy of the agreement to the tenant within 21 days from the time the tenant signs and returns it to the landlord. The tenant can withhold rent until they have received their copy.

**Read everything in the tenancy agreement
before you sign.**

The security deposit

Landlords usually ask tenants for a security deposit, sometimes called a damage deposit. The act limits the maximum amount a landlord may ask for as a security deposit. It cannot be more than the equivalent of one month's rent at the time the tenancy starts. The security deposit cannot be increased as rent increases.

Landlords must deposit all security deposits in an interest-bearing trust account in a bank, treasury branch, credit union or trust company in Alberta within two banking days of the time they collect them from the tenant.

The landlord must pay interest to the tenant, at the end of each tenancy year, unless both parties agree otherwise.

If the landlord and the tenant agree in writing, interest may be compounded annually and paid to the tenant at the end of the tenancy.

The minimum annual interest rate that landlords must pay on security deposits is determined by a formula set out in the Security Deposit Interest Rate Regulation.

Each year, Service Alberta publishes the minimum interest rate a landlord must pay on security deposits. Landlords and tenants can use the Service Alberta online security deposit interest calculator to determine the amount of interest that is owed on any specific security deposit based on the regulated interest rate. To access the calculator go to www.servicealberta.ca/978.cfm.

Responsibilities of landlords and tenants

The MHSTA sets out specific responsibilities for landlords and for tenants. Even if these responsibilities are not included in the tenancy agreement, landlords and tenants must meet the requirements of the act.

Landlords must

- make sure the mobile home site is ready and available for occupancy when the tenancy agreement takes effect,
- give the tenant a written 'notice of landlord' within seven days of the tenant moving in, or post the notice in a very visible place in the common area,
- give the tenant a copy of any written agreement within 21 days of signing,

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- ensure that the tenant's enjoyment of the site is not disturbed,
- make sure there is proper access to the site and that the site is suitable for a mobile home,
- keep the common areas in good repair,
- properly maintain utilities and other facilities,
- ensure garbage is removed at reasonable intervals, and
- give the tenant a written copy of the rules and any fees, charges and assessments that are over and above the rent amount before entering into a tenancy agreement.

Tenants must

- pay the rent on time,
- be considerate of other tenants,
- not endanger other tenants,
- not perform illegal acts or conduct illegal business on the premises,
- keep the site reasonably clean,
- prevent damage to the site, and
- leave the site when the tenancy agreement ends.

Inspection reports

An inspection report describes the condition of the mobile home site when the mobile home is moved on or off the site. It is mandatory for both landlords and tenants to complete both a move-in and move-out inspection report.

Note: Landlords cannot make any deduction for damage to the mobile home site when the tenant moves off the site, if the inspection report requirements have not been met.

Landlords and tenants must inspect the site within one week before or after a tenant takes possession of the site and within one week before or after a tenant moves off the site.

- The site should be vacant when the inspections take place, unless the landlord and tenant agree otherwise.
- The landlord and tenant should inspect the mobile home site together and make note of the condition of the site. However a landlord can conduct the inspection without the tenant being present if the tenant has refused or did not attend.
- The law requires that certain statements must be included in the inspection report. For more information, see the Mobile Home Sites Ministerial Regulation.

- Both parties must sign the completed inspection reports and the landlord must give the tenant a copy of both the move-in and move-out inspection reports.

What if the mobile home site is not ready?

If the mobile home site is not ready on the first day of the tenancy agreement, the tenant may cancel the agreement. Another option is for the tenant to apply to court to order the landlord to live up to their agreement. The tenant may also sue the landlord for damages if the site is not ready on time.

LIVING THERE

The *MHSTA* sets out requirements for both landlords and tenants which will apply during the term of the tenancy. The following section addresses these issues.

Rent increases

Landlords cannot increase the rent paid by a tenant under a fixed term or periodic tenancy agreement until a minimum of one year (365 days) has passed since the last rent increase or since the start of the tenancy whichever is later. If the 365th day occurs during the term of a fixed term tenancy the landlord cannot increase the rent until the tenancy agreement ends.

In addition, no rent increases are permitted for either periodic or fixed term tenants if a tenant is served with a notice to terminate because the premises are being converted to condominiums or to obtain vacant possession for other land uses.

There are no controls over the amount by which the landlord may raise the rent, but there are requirements for how much notice a landlord must give to a tenant prior to a rent increase. A landlord is required to give a periodic tenant at least 180 days written notice of a rent increase.

Changing tenancy rules and increasing fees Increases to fees

A landlord must provide a tenant with notice of any increase to fees, charges or assessments that were agreed to at the beginning of the tenancy.

Tenants in mobile home parks must be given 180 full days notice of any increase in fees. Tenants who rent sites that are not in a mobile home park, must be given 90 full days notice.

Changes to tenancy rules

Landlords have the right to change the rules that tenants must follow. However any changes must be fair and not greatly change the tenancy agreement. Tenants must be given reasonable written notice of the changes. No notice is needed when the new rules improve the safety of the tenants, or when they deal with use of common areas.

Subletting a site in a mobile home park

In most cases, tenants in a mobile home park may sublet their site to another tenant. A tenancy agreement may say that the landlord's consent is required to sublet. However, a landlord cannot unreasonably withhold consent.

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For information on subletting mobile home sites, see Section 27 of the MHSTA. A landlord cannot charge a commission or fee, except for reasonable expenses that are incurred when a tenant sells or leases their mobile home or sublets the site.

When can the landlord enter the mobile home site?

A landlord may enter the mobile home site at any time with the tenant's consent. Consent can be verbal or written and if the landlord has the tenant's consent, no notice is required.

Entry without permission and without notice

The landlord may enter the mobile home site without permission and without giving proper notice to the tenant in two situations:

- if the landlord has reason to believe there is an emergency, or
- if the landlord has reason to believe that the tenant has abandoned the premises.

Entry without permission but with proper notice

A landlord may enter the site without permission for any of the following reasons if the tenant is given proper notice:

- to inspect the state of repair of the site,
- to make repairs to the site, or
- to show the site to prospective buyers or tenants.

Proper notice

A notice to enter must meet these specific requirements:

- The notice must be in writing. It must state the date and time of entry as well as the reason for entry.
- The notice must be signed by the landlord or by the landlord's agent.
- The tenant must be given the written notice at least 24 hours before the time of entry.
- Entry can only take place between 8 a.m. and 8 p.m. on a day that is not a holiday or the tenant's day of religious worship.

Problem tenants – 48-hour notice

If a tenant physically assaults a landlord or another tenant, or does significant damage to the mobile home site or common areas, the landlord can do one of the following:

- Apply to court to end the tenancy, or
- Give the tenant a 48-hour written notice to end the tenancy.

The 48-hour notice must state:

- the reason for the eviction, and
- the date and time the tenancy ends.

Either the landlord or the landlord's agent must sign the notice.

In either case, the landlord may sue the tenant for any damages not covered by the security deposit, once the inspection reports have been completed.

If a tenant has been given a 48-hour notice but does not move out the landlord has five days after the tenancy ends to apply to court for an order that confirms that the tenancy will end. If the landlord doesn't apply to court within the five days, the 48-hour notice is no longer valid which means that the tenancy has not ended.

Substantial Breach by tenants – 14-day notice

A substantial breach occurs when a tenant does not carry out any of their obligations under the MHSTA or when a tenant commits a series of breaches of the tenancy agreement, and the cumulative effect is damaging.

If a tenant commits a substantial breach of the tenancy agreement, with the exception of non-payment of rent, the landlord can do one of the following:

- Apply to court to end the tenancy, or
- Give the tenant a 14-day notice to end the tenancy.

The notice must state the reason for the eviction and the date the tenancy ends. Either the landlord or the landlord's agent must sign the notice.

Note: The MHSTA says that a tenant must be given notice at least **14 clear days** before the tenancy is to end. This means that the day the notice is given and the day the tenancy ends do not count as part of the 14 days. If a landlord gives the tenant notice on the 4th of the month, the earliest day the tenancy can end is the 19th of the same month.

If a tenant objects to a 14-day notice

A tenant who objects to the reason stated for termination in a 14-day notice must advise their landlord by

- providing the landlord with a written explanation of why the tenant disagrees with the reasons given; and
- delivering their written objection to the landlord before the 14 days are over.

If a tenant objects to the reason for termination, or if a tenant does not leave at the end of a 14-day notice period, the landlord can apply for a court order to terminate the tenancy and get possession of the mobile home site. Until the court issues the order, the tenant may remain on the site. Once an order for possession is issued, the tenant must move out by the date specified in the order.

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If a tenant doesn't pay the rent

The landlord can do one of the following:

- Apply to court to end the tenancy, or
- Give the tenant a 14-day written notice to end the tenancy.

If the tenant pays all the rent owing before the termination date on the notice, the notice becomes ineffective. A tenant cannot object to a 14-day notice for non-payment of rent.

Another option for the landlord is to hire a Civil Enforcement Agency to carry out a Distress for Rent. The agency can seize the tenant's possessions to pay for the unpaid rent and costs. This option is only available when the tenant is living on the rented site. Once the tenant moves, the landlord cannot use this remedy.

How must landlords and tenants deliver notices?

Notices must be delivered in person or by registered or certified mail. If the tenant is not home to receive the notice, the landlord can give the notice to another adult who lives with the tenant or, the landlord can post the notice in plain view on the mobile home site.

MOVING OUT

Ending a tenancy

A tenancy may end for many different reasons. Sometimes it's the landlord who wants to end the tenancy, and sometimes it's the tenant. The *MHSTA* provides both landlords and tenants with the requirements that must be met in order to properly end a tenancy.

Reasons a landlord can end a periodic tenancy

A landlord can give notice to end a periodic tenancy only under specific conditions:

- The landlord or a relative of the landlord is going to occupy the mobile home site after the tenant moves,
- The site has been sold and the purchaser or relative of the purchaser is going to occupy the mobile home site,
- The utilities on the site need repairs that require the site to be vacant,
- The site is to be eliminated or the boundaries of the site altered (road widening), or
- There is a change to the land use.

Tenants in a mobile home park must receive at least 365 full days notice of termination if the land is to be used for one of the following purposes:

- The land is to be used for a purpose other than a mobile home park,
- The site is to be sold as a condominium unit, or
- The site is to be sold or leased under the *Cooperatives Act*.

PROPER NOTICE TO END A TENANCY

Providing written notice

Both landlords and tenants involved in periodic tenancy agreements must provide written notice to the other party to end the tenancy. A notice to end a tenancy must meet specific requirements:

- Notice must be in writing and be signed by the person giving the notice.
- It must include the address of the mobile home site and state the date the tenancy is to end.
- Landlords must state the reason for ending the tenancy.

Amount of notice required

The required notice depends on a number of factors:

- whether the site is in a mobile home park,
- who is giving the notice – the landlord or the tenant,
- the length of the tenancy period, and
- whether the mobile home site is provided by an employer.

When does notice have to be given?

In the case of a month-to-month tenancy in a mobile home park, a landlord must give a tenant who has rented the site for more than six consecutive months, six full months notice to end the tenancy. If a tenant has rented the site for less than six consecutive months the landlord's notice to terminate the tenancy is effective on the last day of the 12th tenancy month from the start of the agreement.

A person who has been a tenant for more than two consecutive months must give their landlord two months notice to end a month-to-month tenancy. A person who has been a tenant for less than two consecutive months and wishes to end the tenancy must give the landlord notice that is effective on the last day of the fourth tenancy month from the start of the agreement.

If the mobile home site is not in a mobile home park, the landlord must give the tenant three full months notice. The tenant is required to give the landlord one month's notice. Notice must be given on or before the first day of the tenancy month to be effective on the last day of that month.

If the mobile home site is provided by an employer

Sometimes employers provide rental accommodation for their employees. When the employment ends, the landlord or tenant must give proper notice to the other about moving out. The appropriate notice period will be:

- a period of time equal to the amount of notice that is required by law, to end the tenant's employment,
- a period of time equal to the amount of notice the landlord (employer) and tenant (employee) have agreed is required to end the tenant's employment; or
- 30 days, whichever period is the longest.

The landlord may keep part or all of the security deposit to cover the cost of damages or unpaid rent.

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For more information regarding the correct amount of notice that must be given, see the MHSTA.

Methods of delivering notice

A notice to end a tenancy must be delivered using the methods specified in the MHSTA:

- The notice must be delivered in person.
- The notice must be delivered by registered or certified mail. Tenants should use the mailing address provided in the “notice of landlord”. Landlords should use the mailing address of the rented premises.
- If a landlord can’t serve notice by the methods described above because the tenant is rarely home, the landlord can give the notice to another adult living with the tenant or post the notice in plain sight on the mobile home site.

When does the tenant have to move out?

The *MHSTA* says that a tenancy ends at noon on the last day of the tenancy unless the landlord and tenant agree to a different time.

The noon timeframe does not apply if the landlord has given the tenant a 48-hour notice of termination.

What if a tenant leaves belongings behind?

Sometimes a tenant moves out or abandons the premises but leaves belongings behind. A landlord has the right to immediately dispose of the goods if the landlord believes they are worth less than \$1000, or if the value of the goods will depreciate substantially in storage (e.g. the goods will spoil). If the goods are worth more than \$1,000 the landlord must store them for 30 days.

Section 34 of the MHSTA outlines how landlords may deal with abandoned goods.

A landlord who thinks a tenant has abandoned a mobile home may apply for a court order to sell or remove it from the mobile home site. Check the MHSTA, and consider seeking legal advice before taking action.

Returning the security deposit

When tenants move out, they have a right to the return of their security deposit plus any interest owing providing certain conditions have been met:

- There is no damage to the mobile home site beyond normal wear and tear. The MHSTA defines normal wear and tear as the deterioration that occurs over time with the use of the premises even though the premises receive reasonable care and maintenance.
- The rent has been paid in full.

The landlord may keep part or all of the security deposit to cover the cost of damages or unpaid rent. If these costs exceed the security deposit, the landlord can take legal action to claim for the money owing.

If there are no deductions for rent, cleaning or repairs, the landlord must pay the tenant the full deposit plus interest within 10 days of the day that the tenant gave up possession of the site. If there are deductions, the landlord must take one of the following actions within 10 days:

- Return the balance of the deposit to the tenant with a statement of account that lists the damages and repair costs as well as details of the cleaning charges.

- Give the tenant an estimate of the deductions to be made and return any money that won't be used. The tenant must receive a final statement and any money owing within 30 days after the tenancy ends.

Note: Landlords cannot make deductions for damages to the site if the inspection report requirements have not been met. They can however, take legal action to recover these costs.

LANDLORD AND TENANT ADVISORY BOARDS AND INFORMATION SERVICES

These organizations answer residential tenancy questions from both landlords and tenants. They also make tenancy forms available (for a fee).

Edmonton: 780-496-5959
www.edmonton.ca (search Landlord or Tenant)

Fort McMurray (Regional Municipality of Wood Buffalo) 780-743-5000
www.woodbuffalo.ab.ca/landlord

Red Deer: Central Alberta Community Legal Clinic (CACLC) - 403-314-9129
www.communitylegalclinic.net

LANDLORD ASSOCIATIONS

Modular Housing Association Prairie Provinces:
 780-429-1798
www.mhaprairies.ca/home.aspx

OTHER REFERRALS

Laws for Tenants in Alberta
www.landlordandtenant.org

Reference Guide to Landlord and Tenant Law in Alberta
www.acjnet.org

Canada Mortgage and Housing Corporation
Your Guide to Renting a Home
www.cmhc-schl.gc.ca>Consumers

FOR MORE INFORMATION

Consumer Contact Centre

Edmonton: 780-427-4088

Toll free in Alberta: 1-877-427-4088

www.servicealberta.ca

Queen's Printer Bookstore

You may purchase Act(s) and regulation(s) from the Queen's Printer Bookstore:

10611 - 98 Avenue, Edmonton, Alberta T5K 2P7

Edmonton: 780-427-4952

Toll-free in Alberta: Dial 310-0000 then 780-427-4952

These are also free for you to download in the "pdf" or "html" formats at www.qp.alberta.ca

Provincial Court of Alberta

Landlords and tenants who wish to make an application to the court under the MHSTA should obtain the booklet: "*Application in Provincial Court of Alberta under the Residential Tenancies Act or Mobile Home Sites Tenancies Act – Instructions for Landlords and Tenants*".

To make an application, landlords and tenants will need to obtain the required forms and follow all the instructions provided in the booklet.

The booklet is available at Provincial Court locations or online at:

www.albertacourts.ab.ca/pc/civil/publication/rta.pdf

A current version of this and other consumer tipsheets are available at the Service Alberta website www.servicealberta.ca. Most public libraries have Internet access if you don't have access at home.

If you need more copies of this tipsheet, you have permission to photocopy.